

## SOLICITATION

FINAL

|   |                                       |                                   |  |   |   |   |  |
|---|---------------------------------------|-----------------------------------|--|---|---|---|--|
| 1. SOLICITATION NO.<br>N00024-13-R-3011   |                                       | 2. AMENDMENT NO.                  |  | 3. EFFECTIVE DATE<br>11/19/2012         |   | 4. PURCHASE REQUEST NO.<br>N00024-12-NR-55047   |  |
| 5. ISSUED BY<br>(b)(6)<br>Naval Sea Systems Command (NAVSEA)<br>BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE<br>WASHINGTON NAVY YARD DC 20376-2040<br>(b)(6)   |                                       | CODE                              |  | 6. ADMINISTERED BY                      |   | CODE  |  |
| 7. CONTRACTOR   |                                       |                                   |  | FACILITY                                |   | 8. DELIVERY DATE<br>See Section F   |  |
|   |                                       |                                   |  |   |   | 9. CLOSING DATE/TIME<br>01/07/2013 0930<br>(hours local time – Block 5 issuing office)  |  |
|   |                                       |                                   |  |   |   | SET ASIDE TYPE<br>No  |  |
|   |                                       |                                   |  |   |   | 10. MAIL INVOICES TO<br>See Section G   |  |
| 11. SHIP TO<br><br>See Section D  |                                       |                                   |  | 12. PAYMENT WILL BE MADE BY<br>CODE     |   |   |  |
| 13. TYPE OF ORDER   |                                       | D                                 |  | X                                       |   | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. |  |
|   |                                       |                                   |  |   |   |   |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |                                       |                                   |  |   |   |   |  |
| NAME OF CONTRACTOR  |                                       | SIGNATURE                         |  | TYPED NAME AND TITLE                    |   | DATE SIGNED   |  |
| 14. ACCOUNTING AND APPROPRIATION DATA<br>See Section G  |                                       |                                   |  |   |   |   |  |
| 15. ITEM NO.  |                                       | 16. SCHEDULE OF SUPPLIES/SERVICES |  | 17. QUANTITY ORDERED/ACCEPTED*          |   | 18. UNIT  |  |
|   |                                       |                                   |  |   |   | 19. UNIT PRICE  |  |
|   |                                       |                                   |  |   |   | 20. AMOUNT  |  |
| See the Following Pages   |                                       |                                   |  |   |   |   |  |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.   |                                       |                                   |  | 21. UNITED STATES OF AMERICA<br><br>By: |   | 22. TOTAL   |  |
|   |                                       |                                   |  | CONTRACTING/ORDERING OFFICER            |   |   |  |
|   |                                       |                                   |  |   |   |   |  |
| SECTION   | DESCRIPTION                           |                                   |  | SECTION                                 | DESCRIPTION   |   |  |
| B   | SUPPLIES OR SERVICES AND PRICES/COSTS |                                   |  | H                                       | SPECIAL CONTRACT REQUIREMENTS                                     |   |  |
| C   | DESCRIPTION/SPECS/WORK STATEMENT      |                                   |  | I                                       | CONTRACT CLAUSES  |   |  |
| D   | PACKAGING AND MARKING                 |                                   |  | J                                       | LIST OF ATTACHMENTS   |   |  |
| E   | INSPECTION AND ACCEPTANCE             |                                   |  | K                                       | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS |   |  |
| F   | DELIVERIES OR PERFORMANCE             |                                   |  | L                                       | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS                 |   |  |
| G   | CONTRACT ADMINISTRATION DATA          |                                   |  | M                                       | EVALUATION FACTORS FOR AWARD                                      |   |  |

|                                      |               |                |       |
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## GENERAL INFORMATION

The incumbent is TASC performing under contract N00178-10-D-6332-EH01.

The small business subcontracting goal is 20%.

Work performed under this task order will support PEO IWS 1.0.

Questions to this solicitation are to be submitted in the portal. Questions asked later than ten (10) business days after release of this solicitation might not be answered.

Offerors are being solicited in Zone 2 - National Capital Zone.

There will be no Industry Day.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services  | Qty      | Unit | Target Cost | Target Fee | CPIF |
|------|--|----------|------|-------------|------------|------|
| 4000 | T&E Support (TBD)<br>Max Fee<br>Min Fee<br>Government Overrun Share Line<br>Government Underrun Share Line | 125000.0 | LH   |             |            |      |

| Item | Supplies/Services           | Qty     | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----------------------------|---------|------|-----------|-----------|------|
| 4001 | Surge Labor (TBD)<br>Option | 12500.0 | LH   |           |           |      |

For ODC Items:

| Item | Supplies/Services                              | Qty | Unit | Est. Cost |
|------|--|-----|------|-----------|
| 6000 | ODC in support of<br>CLIN 4000 (TBD)           | 1.0 | LO   |           |
| 6001 | ODC in support of<br>CLIN 4001 (TBD)<br>Option | 1.0 | LO   |           |

For Cost Type Items:

| Item | Supplies/Services  | Qty      | Unit | Target Cost | Target Fee | CPIF |
|------|--|----------|------|-------------|------------|------|
| 7000 | T&E Support (TBD)<br>Option<br>Max Fee<br>Min Fee<br>Government Overrun Share Line<br>Government Underrun Share Line | 125000.0 | LH   |             |            |      |

| Item | Supplies/Services           | Qty     | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----------------------------|---------|------|-----------|-----------|------|
| 7001 | Surge Labor (TBD)<br>Option | 12500.0 | LH   |           |           |      |

| Item | Supplies/Services | Qty | Unit | Target Cost | Target Fee | CPIF |
|------|-------------------|-----|------|-------------|------------|------|
|------|-------------------|-----|------|-------------|------------|------|

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7100 T&E Support (TBD) 125000.0 LH  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

| Item  | Supplies/Services | Qty   | Unit  | Est. Cost | Fixed Fee | CPFF  |
|-------|-------------------|-------|-------|-----------|-----------|-------|
| ----- | -----             | ----- | ----- | -----     | -----     | ----- |

7101 Surge Labor (TBD) 12500.0 LH  
Option

| Item  | Supplies/Services | Qty   | Unit  | Target Cost | Target Fee | CPIF  |
|-------|-------------------|-------|-------|-------------|------------|-------|
| ----- | -----             | ----- | ----- | -----       | -----      | ----- |

7200 Award Term 1. T&E 125000.0 LH  
Support (TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

| Item  | Supplies/Services | Qty   | Unit  | Est. Cost | Fixed Fee | CPFF  |
|-------|-------------------|-------|-------|-----------|-----------|-------|
| ----- | -----             | ----- | ----- | -----     | -----     | ----- |

7201 Award Term 1. 12500.0 LH  
Surge Labor (TBD)  
Option

| Item  | Supplies/Services | Qty   | Unit  | Target Cost | Target Fee | CPIF  |
|-------|-------------------|-------|-------|-------------|------------|-------|
| ----- | -----             | ----- | ----- | -----       | -----      | ----- |

7300 Award Term 2. T&E 125000.0 LH  
Support (TBD)  
Option  
Max Fee  
Min Fee  
Government Overrun Share Line  
Government Underrun Share Line

| Item  | Supplies/Services | Qty   | Unit  | Est. Cost | Fixed Fee | CPFF  |
|-------|-------------------|-------|-------|-----------|-----------|-------|
| ----- | -----             | ----- | ----- | -----     | -----     | ----- |

7301 Award Term 2. 12500.0 LH  
Surge Labor (TBD)  
Option

For ODC Items:

| Item  | Supplies/Services | Qty   | Unit  | Est. Cost |
|-------|-------------------|-------|-------|-----------|
| ----- | -----             | ----- | ----- | -----     |

9000 ODC in support of 1.0 LO  
CLIN 7000 (TBD)  
Option

|                                      |               |                 |       |
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|      |  |     |    |
|------|--|-----|----|
| 9001 | ODC in support of<br>CLIN 7001 (TBD)<br>Option | 1.0 | LO |
| 9100 | ODC in support of<br>CLIN 7100 (TBD)<br>Option | 1.0 | LO |
| 9101 | ODC in support of<br>CLIN 7101 (TBD)<br>Option | 1.0 | LO |
| 9200 | ODC in support of<br>CLIN 7200 (TBD)<br>Option | 1.0 | LO |
| 9201 | ODC in support of<br>CLIN 7201 (TBD)<br>Option | 1.0 | LO |
| 9300 | ODC in support of<br>CLIN 7300 (TBD)<br>Option | 1.0 | LO |
| 9301 | ODC in support of<br>CLIN 7301 (TBD)<br>Option | 1.0 | LO |

#### **NOTE A: LEVEL OF EFFORT**

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided in SECTION C, for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) clause applies to these Items.

#### **NOTE B: OPTION**

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

#### **NOTE C: AWARD TERM**

Award Term Item to which the AWARD TERM Plan, Attachment 13, applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in Attachment 13. Notwithstanding the word "Option" which appears in the SECTION B CLIN description or elsewhere in this Solicitation and resulting Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

#### **NOTE D: ODC**

|                                      |               |                 |       |
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The Government estimates Total Other Direct Costs for this Task Order to be **as shown below**.

| <u>CLIN</u> | <u>Government Estimate for Total ODCs</u> | <u>Contractor Proposed ODCs (unburdened)</u> | <u>Burden 1 (Contractor to add appropriate label)</u> | <u>Burden 2 (Contractor to add appropriate label)</u> | <u>Burden 3 (Contractor to add appropriate label)</u> | <u>Total ODCs including allowable burdens</u> |
|-------------|---|--|---|---|---|---|
| 6000        | 1,400,000                                 |  |   |   |   |   |
| 6001        | 200,000                                   |  |   |   |   |   |
| 9000        | 1,400,000                                 |  |   |   |   |   |
| 9001        | 200,000                                   |  |   |   |   |   |
| 9100        | 1,400,000                                 |  |   |   |   |   |
| 9101        | 200,000                                   |  |   |   |   |   |
| 9200        | 1,400,000                                 |  |   |   |   |   |
| 9201        | 200,000                                   |  |   |   |   |   |
| 9300        | 1,400,000                                 |  |   |   |   |   |
| 9301        | 200,000                                   |  |   |   |   |   |

The table above is supplied in the ODC tab of Attachment 8 of the solicitation and must be completed and supplied with the Offeror's proposal. The table, as updated, will be included above in the final award.

The ODC CLINs shown above are in support of the full SOW, including surge and special studies. The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs and supporting surge and special studies CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs.

**NOTE E: FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)**

*Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.*

The min fee shall be zero percent (0%). The max fee shall not be greater than eight percent (8%). The Offeror shall propose Max Fee. Target fee shall not be greater than five and a half percent (5.5%).

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

|             |                      |                  | Hourly Rates                  |                            |                        |                          | Totals                        |                              |                             |                                   |
|-------------|----------------------|------------------|-------------------------------|----------------------------|------------------------|--------------------------|-------------------------------|------------------------------|-----------------------------|-----------------------------------|
| <u>CLIN</u> | <u>Contract Type</u> | <u>Qty (Hrs)</u> | <u>Avg Hourly Rate (Rate)</u> | <u>Min Fee/Hour (MinF)</u> | <u>Target Fee/Hour</u> | <u>Max Fee/Hour (MF)</u> | <u>Min Fee (Hrs) * (MinF)</u> | <u>Target Fee (Hrs) * TF</u> | <u>Max Fee (Hrs) * (MF)</u> | <u>Target Cost (Hrs) * (Rate)</u> |
| 4000        | CPIF                 |                  |                               |                            |                        |                          |                               |                              |                             |                                   |
| 7000        | CPIF                 |                  |                               |                            |                        |                          |                               |                              |                             |                                   |
| 7100        | CPIF                 |                  |                               |                            |                        |                          |                               |                              |                             |                                   |
| 7200        | CPIF                 |                  |                               |                            |                        |                          |                               |                              |                             |                                   |
| 7300        | CPIF                 |                  |                               |                            |                        |                          |                               |                              |                             |                                   |

(i) The CPIF target cost for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

#### NOTE F: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

|             |                 |            | Hourly Rates |                       | Totals       |                       |
|-------------|-----------------|------------|--------------|-----------------------|--------------|-----------------------|
| <u>CLIN</u> | <u>Contract</u> | <u>Qty</u> | <u>Avg</u>   | <u>Fixed Fee/Hour</u> | <u>Fixed</u> | <u>Estimated Cost</u> |

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|      | <u>Type</u> | <u>(Hrs)</u> | <u>Hourly<br/>Rate<br/>(Rate)</u> | <u>(FF)</u> | <u>Fee (Hrs<br/>* FF)</u> | <u>(Hrs *<br/>Rate)</u> |
|------|-------------|--------------|-----------------------------------|-------------|---------------------------|-------------------------|
| 4001 | CPFF        |              |                                   |             |                           |                         |
| 7001 | CPFF        |              |                                   |             |                           |                         |
| 7101 | CPFF        |              |                                   |             |                           |                         |
| 7201 | CPFF        |              |                                   |             |                           |                         |
| 7301 | CPFF        |              |                                   |             |                           |                         |

(i) The proposed fixed fee shall not exceed 8%.

#### **CLAUSES INCORPORATED IN FULL TEXT:**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### **CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire task order is cost type. The CLINs for the base labor requirements are Cost Plus Incentive Fee (CPIF), the surge CLINs are Cost Plus Fixed Fee (CPFF) and the ODC CLINs are Costs Only.

#### **PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)**

(Applicable to 4000 and 7000 series CLINs)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE," (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

#### **TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to 6000 and 9000 series CLINs)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those



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costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Scope: This solicitation requires the contractor to provide a full-range of technical and programmatic services to support the Test & Evaluation (T&E) of surface combatant and carrier/large deck combat systems programs including: AEGIS (Cruiser and Destroyer, United States Navy (USN) and Foreign Military Sales (FMS)), Ship Self Defense System (SSDS) (carrier and large deck), DDG 1000, Littoral Combat Ship (LCS) and US Coast Guard National Security Cutter, and additional T&E programs requiring support including, but not limited to the Maritime Theater Missile Defense (MTMD) Program, Standard Missile-6 (SM-6), Naval Integrated Fire Control-Counter Attack (NIFC-CA) and the Accelerated Midterm Interoperability Improvement (AMIIP) programs. In addition, the contractor will provide T&E technical and programmatic support services for the Self Defense Test Ship (SDTS), an ex DDG 963 Destroyer based at Port Hueneme, CA. The comprehensive T&E resources and services provided will allow IWS 1TE, in conjunction with other applicable Program Managers, to act as the central T&E office for all Navy surface ship integrated combat system T&E.

T&E support will primarily focus on land based and at-sea Combat System T&E, specifically: surface ship Combat System Ship Qualification Trials (CSSQT), all efforts associated with the AEGIS T&E Enterprise (TEMP 1669), the Air Warfare Ship Self Defense T&E Enterprise (TEMP 1714), the SSDS T&E Program (TEMP 1400), and also Modeling & Simulation (M&S) services. The scope of services required to successfully meet these responsibilities includes the following tasks: Test Strategy and T&E Master Plan Development; T&E Scheduling; Test Planning; Test Execution; T&E Resources and Services Support; Assessment; Strategic Planning & Management.

Acceptable Quality Level: All delivered products are fully coordinated with stakeholders, delivered in a timely manner, and correctly formatted without any technical or editorial errors. Classified and Unclassified meetings are properly supported with respect to meeting announcements, transmission and receipt of Classified materials, minutes, Action Item tracking, and facility support. Classified Voice-over-IP (VoIP) and VTC meetings are well coordinated and executed with minimal communications anomalies.

Performance Assessment Plan: Government T&E staff shall review and assess deliverables and products. The contractor shall provide periodic reports and a set of metrics, with the schedule and content as agreed to by individual T&E managers.

Attachments 10 and 11 provide the T&E Functional Organizational Chart and the T&E WBS Chart. For surge requirements the Government estimate is 10 percent of the base level of effort.

All key employees will be immediately available, and the remainder of the team will be in place and fully functioning within four weeks of contract award. All employees supporting this task must have access to electronic mail and individual Internet addresses.

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Facility Requirements: The contractor shall provide a facility within walking distance to the Washington Navy Yard that is staffed during normal working hours to support up to Secret-level work. The facilities shall include: a Data Analysis Center (DAC) with Secret Internet Protocol Routing Network (SIPRNET) access to allow for the rapid receipt and transfer of Classified documents; Secure Telephone Equipment (STE); Secure Voice over IP Address (VoIP) teleconferencing; Video Teleconferencing (VTC) room capable of Classified VTCs with seating of at-least 40 people, at least two separate conference rooms, each having a seating capacity for at least 50 people and approved to hold Classified (up to Secret level) and Unclassified meetings; Classified (up to Secret level) and Unclassified high-speed color copying capability; at least 5 data portals and telephones for use by visiting T&E meeting participants; Classified (up to Secret level) storage containers.

Security Requirements: A substantial portion of the work under this contract is Classified (up to Secret level). All personnel shall have Secret clearances (or required request has been submitted for processing). The contractor shall be able to receive, log, transfer and track classified documents. Controlled access to the facility is required. Personnel supporting Classified (up to Secret level) meetings shall have access to computers capable of processing Classified information. Classified storage (up to Secret level) containers are required. A closed Classified (up to Secret level) work space with an established SIPRNET connection shall be available. Additionally, this contract may, in the future, require access to Top Secret (TS), Sensitive Compartmented Information (SCI) and Special Access (SA) information. Generation, processing and storage of this information will not be required. Specialized support, specifically, offsite meeting participation, may be required in the following areas on an as needed basis:

- Modeling and Simulation
- Target Management, Procurement and Recovery
- Combat and Weapon System Performance
- NIFC-CA Test Planning and Execution
- Aircraft and other Resources for TS/SCI/SA Programs
- Ballistic Missile Defense Programs

Funding: All T&E tasks may be funded with Operations and Maintenance, Navy (O&M,N), Operations and Procurement, Navy (OPN), Shipbuilding and Conversion, Navy (SCN), Foreign Military Sales (FMS)\*, Fleet Modernization Program (FMP), Research, Development, Test and Evaluation (RDT&E), Weapons, Procurement Navy (WPN), or Other Customer Funds (OCF) funding to accomplish assigned tasks.

\* FMS funding includes Project Agreement (PA) funding negotiated under separate International Agreements with participating nations; e.g., Spain.

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Data/Deliverables: All products produced under this task order shall become the property of the government.

## **DESCRIPTION OF TASKS**

### **Task 1: Test Strategy and T&E Master Plan Development**

The contractor shall:

- 1.A. Provide advice in the development of major test strategies and T&E Master Plans (TEMPs).
- 1.B. Conduct a detailed review of all requirements documents to ensure all applicable and testable Ship Class and system level test requirements are included in new or updated versions of Test & Evaluation Master Plans (TEMPs).
- 1.C. Recommend a draft TEMP development process and timeline to all TEMP stakeholders and system level SMEs; collaborate with them during the development of a detailed Developmental Test (DT) strategy, identification of resource requirements, and estimate of overall TEMP funding requirements.
- 1.D. Maintain TEMP development configuration control throughout the draft revision process, and manage the document's routing through final signature.
- 1.E. Identify opportunities to enterprise and leverage assets during execution of PEO IWS, other PEO, Commander Operational Test & Evaluation Force (COTF), and Department of Defense (DoD) organizations DT/OT, FOT&E, and other tests; draft Memorandums of Agreement (MOAs)/Memorandums of Understanding (MOUs), and other T&E framework documentation to enable the conduct of these tests.
- 1.F. Participate in T&E Integrated Product Team (IPT) meetings with sponsors and stakeholders, and in other IWS related T&E forums; coordinate, prepare and transmit agendas, briefing materials, meeting minutes, action items, issue papers and other correspondence, both Classified and Unclassified.
- 1.G. Conduct liaison with T&E program points of contact at the Office of the Chief of Naval Operations (OPNAV), COTF, DOT&E, Director, Test, Systems Engineering, and Evaluation (DTSE&E), and other DoD and Navy activities and contractors to collect, track, and support the identification and resolution of TEMP issues, including identified OT deficiencies.
- 1.H. Designate a Modeling & Simulation (M&S) Lead Systems Engineer (LSE) to act as the IWS 1TE M&S SME. The M&S LSE will develop and recommend technical approaches to maximize effective and efficient use of M&S for all Ship Class and combat system configurations including: AEGIS, LPD 17, LHA 6, LCS, DDG 1000, LSD 41, CVN 78, LSD 41, and DDG 51 Flt III.

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| Delivery Schedule                    | Due Date   |
| TEMPS and other formal documentation | When assigned  |
| Action Item Tracking                 | Weekly after issue identified and assigned   |
| Meeting minutes                      | Submit drafts of meeting minutes and action items within 3 working days of each meeting. |

## **Task 2: T&E Scheduling**

The contractor shall:

2.A. Coordinate with applicable program offices (see Attachment 10), and develop and distribute both individual combat system and combined IWS 1TE T&E schedules on a quarterly basis for land-based test sites (LBTS), shipyard trials and at-sea test events.

2.B. Coordinate long range scheduling requirements for military and commercial resources and services and submit required documentation in a timely manner; determine resource availability and develop options to de-conflict schedules, when required; compile cost estimates; provide status reports.

2.C. Evaluate opportunities to leverage resources during participation in various Fleet scheduling conferences and Navy acquisition program T&E planning and scheduling meetings; coordinate opportunities directly with the designated IWS 1TE CSSQT Manager.

2.D. Develop and track timelines and Plan of Action and Milestones (POA&Ms) for applicable IWS T&E events to account for the timely scheduling of resources, execution and test plan approvals, and submission of required messages and authorizations.

2.E. Modeling & Simulation (M&S) Lead Systems Engineer (LSE) will work closely with Probability of Raid Annihilation ( $P_{ra}$ ) Testbed developers to ensure that PRA objectives are included during at-sea lead ship and Self Defense Test Ship (SDTS) testing, and schedules are aligned to meet various program milestones.

2.F. Designate an IWS 1TE Schedules Representative to perform the following duties:

(1) Coordinate long range scheduling requirements for military and commercial resources and services for IWS 1TE test events.

(2) Utilize the fleet scheduling programs to submit draft IWS 1TE fleet resource requirements and monitor WebSked regularly to determine status of requested services.

(3) Participate at IWS 1TE scheduled conferences and provide follow-up liaison as required to enhance the process.

(4) Conduct liaison with Fleet representatives to optimize chances for assignment of requested fleet services.

|   |           |
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| Delivery Schedule                                 | Due Date  |
| PEO IWS T&E Schedules                             | Quarterly |
| Resource and Services Schedules                   | Quarterly |
| Draft Quarterly Services Requirements Submissions | Quarterly |

### **Task 3: Test Planning**

The Contractor shall:

3.A. Participate in test planning meetings for applicable IWS sponsored tests as T&E SMEs in the areas of: test development and combat/weapon system assessment strategy; evaluation of range and resources requirements; surface warfare testing; M&S applications; cost-estimating and financial management; application of lessons-learned.

3.B. Assist the designated IWS 1TE Maritime Theater Missile Defense (MTMD) lead in the development of concept of testing, test scheduling, range and resource requirements, cost-estimating, budgeting and financial reporting.

3.C. Coordinate, schedule, and provide meeting services for all formal test planning group meetings, Enterprise IPTs, and test readiness reviews to include preparation and transmittal of: agendas; briefing materials; meeting minutes; issue papers; confirming participation of subject matter experts; on-site handling and transmission of Unclassified/Classified material; tracking and resolving action items.

3.D. Draft Test Execution Guidance Letters that include: Schedules of Events (SOE); approximate test periods and location(s); test planning milestones; roles and responsibilities; scope chart.

3.E. Assist IWS 1TE in overseeing the overall planning, scheduling, budgeting, coordination, execution, and reporting of assigned test events.

3.F. Prepare Naval Messages required to support IWS T&E events that are ready for transmission.

|                                 |   |
|---------------------------------|---|
| Meeting Convening Announcements | Ten Working Days prior to readiness review  |
| Action Item Tracking            | Weekly after issue identified and assigned  |
| Meeting minutes                 | Submit drafts of meeting minutes and action items within 3 working days of each meeting |

|                                     |                                       |
|-------------------------------------|---------------------------------------|
| Test Execution Guidance Letter      | 12 months prior to live-firing events |
| Pra Testbed-related Test Objectives | 13 months prior to test               |
| Pra Testbed initial data needs      | 8 months prior to test                |
| Pra Testbed final data needs        | 6 months prior to test                |

#### **Task 4: Test Execution**

The Contractor shall:

4.A. Provide on-site technical services to ensure the required test resources are approved and ready to support testing; assist the Test Director and Senior IWS 1TE representative in taking actions, when required, to gain necessary approvals; participate and assist in the preparation of post-test data reconstruction and analyses, and quick-look reports.

4.B. Monitor and collect performance data on T&E resources and range services during test execution using established IWS 1TE Test and Evaluation System Performance Review (TESPR) procedures.

4.C. Coordinate all P<sub>ra</sub> Testbed pre-test activities, Test Readiness Reviews, execution of P<sub>ra</sub> Testbed Tests, and the distribution of data for analysis.

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| Test Operations Assessment                        | 5 days after conclusion of test |
| P <sub>ra</sub> Testbed Integration Review        | 1 month prior to DT             |
| P <sub>ra</sub> Testbed Accreditation Review Pckg | 4 months prior to IT            |
| P <sub>ra</sub> Testbed Test Plan                 | 3 months prior to DT/IT         |
| Test Readiness Review                             | 1 week prior to DT/IT           |
| Data feedback to Testbed                          | 3 months following test         |

#### **Task 5: T&E Resources and Services Support**

##### **5.A. T&E Resources Identification:**

The Contractor shall:

5.A.1. Participate in DoD and Navy T&E, M&S and other resource user forums to identify and evaluate new technologies and alternative resources to conduct testing; e.g., weapons scoring systems, remotely controlled vehicles, Link tools, etc., that provide new capabilities, cost effective or improved alternatives to meet T&E requirements.

5.A.2. Draft IWS input to annual T&E infrastructure investment data calls in response to Office of the Secretary of Defense (OSD), DoD and OPNAV taskers.



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| Delivery Schedule            | Due Date                          |
| Technical Assessment Reports | 30 days following task assignment |

### 5.B. Ordnance:

The Contractor shall:

5.B.1. Provide ordnance planning, requisition evaluation, logistics analysis, and technical support services to ensure the recommended type, configuration and quantity of ordnance is available, allocated, requisitioned and loaded in a timely manner for all IWS T&E events.

5.B.2. Participate in IWS test planning meetings to capture ordnance requirements, consolidate them, and participate in the Navy's Non-Combat Expenditure Allocation (NCEA) process to identify inventory, allocations and shortfalls for T&E events and assist in developing and identifying alternatives when the required resources are not available.

5.B.3. Evaluate and recommend the ordnance allocations to meet requirements; prepare and distribute sub-allocations to field activities and T&E program users; submit augmentation requests, when required.

5.B.4. Process allocation messages for each T&E event to ensure the correct type, configuration and quantity of missiles and ordnance are available and positioned in time to meet the on-load date, and the required expenditure reporting requirements are clearly understood.

5.B.5. Provide technical assistance to: facilitate ordnance movements; represent IWS 1TE during ordnance on-loads and off-loads in compliance with Navy explosive safety regulations; monitor ordnance reporting to ensure expenditures are documented correctly in relevant Navy databases and projection/reporting systems.

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| Delivery Schedule                            | Due Date                                   |
| Compile annual ornanace requirements         | 10 months prior to new fiscal year         |
| Ordnance sub-allocations to other users      | 3 weeks after receipt of annual allocation |
| Ordnance Augment Requests                    | As needed                                  |
| Allocation Message Distrbution               | As needed                                  |
| Quarterly Ordnance Allocation Status Reports | First week of each quarter                 |
| Ordnance Issue Papers/Risk Assessment        | 30 Days after issue/risk identification    |
| Ordnance Expenditure Reports                 | First week of each quarter                 |

### 5.C. Target Systems:

The Contractor shall:



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5.C.1. Provide technical support services to ensure the availability of aerial, surface, subsurface targets, and other surrogates.

5.C.2. Draft annual target requirements for IWS 1TE test events for PEO IWS submission to aerial and seaborne target allocation authority for Chief of Naval Operations, submitting updates as required.

5.C.3. Evaluate and recommend annual target allocations; prepare, maintain and distribute recommended target sub-allocations to T&E programs and test ranges.

5.C.4. Develop and propose target inventory preservation strategies to support current and future T&E program requirements.

5.C.5. Recommend target control, scoring, configuration, augmentation and signature requirements; participate in target requirements and development meetings, as directed.

5.C.6. Recommend resources required to support planned scenarios and assist in developing alternatives when the required resources are not available.

5.C.7. Prepare and maintain library of relevant threats and associated T&E resources, surrogates, stimulators, and digital models.

5.C.8. Host Classified Threat Representation Working Group forums to include: coordinating agendas; requesting intelligence updates; confirming participation of subject matter experts; handling the transmission and receipt of classified material; executing appropriate follow-up actions.

5.C.9. Compare, verify and document target expenditures from field activities and other T&E program users using applicable expenditure reporting programs and databases.

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| Delivery Schedule   | Due Date                                     |
| Target Requirements (updated quarterly)                   | Beginning of fiscal year                     |
| Target sub-allocations                                    | Beginning of fiscal year (updated quarterly) |
| Target Expenditure Reports                                | End of fiscal year (updated quarterly)       |
| Target User Conference briefings                          | Annually, one week prior to conference       |
| Target User Conference post-trip reports                  | Annually, two weeks after conference         |
| Summary of relevant threats and associated test resources | Annually, and as required                    |
| Host Threat Representation WG                             | Quarterly, additional as required            |

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## 5.D. Aircraft Services:

The Contractor shall:

5.D.1. Provide technical and management assistance to IWS 1TE on all matters related to the availability, scheduling, and flight operations of fleet and contractor aircraft services (CAS), to include their compliance with Federal, DoD and Navy regulations.

5.D.2. Conduct evaluations of usage data, projected requirements and financial data to identify aircraft cost savings and efficiency opportunities.

5.D.3. Assign qualified Air Resource Coordinators (ARCs) for each T&E event to coordinate the scheduling of aircraft and support services required for combat/weapons systems testing; the ARC shall be on-site during all aircraft operations to ensure scheduled CAS and military aircraft operations are executed as planned and in accordance with all applicable flight safety directives and regulations.

5.D.4. Provide airborne and land-based tactical data link (TADL) services to include Links 11, 16, and the Link 16 Monitoring System (LMS-16) for data collection and near-real time analysis to include the management and storage of all cryptographic material and equipment required to operate the TADL equipment.

5.D.5. Provide technical and programmatic support for an at-sea CAS helicopter operations program that includes the capability of CAS helicopters to conduct shipboard transfer of personnel and equipment, and for the conduct of open-ocean target recoveries of torpedoes and aerial target drones.

5.D.6. Target Recovery: Provide trained and certified personnel able to recover Navy target drones and lightweight torpedos in an open ocean environment under varying environmental conditions using basic snare and hook pole recovery methods. Recoveries may be helicopter-borne or in-water in excess of 60nm off shore. Personnel should be knowledgeable in helicopter verbal commands for torpedo/target drone recoveries, external load and hoisting operations, parachute disentanglement procedures, open ocean swimmer deployment procedures, hoisting, and associated helicopter emergency/egress procedures.

5.D.8. Recommend supersonic and subsonic target launch, aerial tanker, and aerial transport services requirements; develop cost estimates, schedules, and provide on-site supervision of services.

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|-----------------------------|---|
| Delivery Schedule           | Due Date  |
| Fleet Resource Requirements | Quarterly IAW PEO IWS Instruction 3120.1                  |
| T&E Equipment Inventory     | Annually, prior to beginning of 3 <sup>rd</sup> Qtr of FY |

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## 5.E. Modeling & Simulation

The Contractor shall:

5.E.1. Provide support in the use of M&S in all areas of IWS 1TE T&E to include technical management of the Probability of Raid Annihilation (PRA) Testbed, implementation and use of scoring devices to provide live-fire data to validate models, and use of 3D visualization and analysis tools to display weapons performance results during or post event.

5.E.2. Recommend technical M&S approaches to: improve M&S consistency across all IWS 1TE combat system T&E; evaluate the trade-off between using existing models or conducting live-fire; capture test program requirements and ensure their submittal for inclusion into higher fidelity threat models; foster the re-use of existing models; ensure the availability of threat models.

5.E.3. Recommend technical approaches to migrate element system models to system-of-systems M&S framework in an efficient manner that fully supports the T&E requirements of multiple ship Classes and combat system configurations.

5.E.4. Build and support 3D visualization models to display pre-event visualizations, real-time situational awareness displays, and post-event to support reconstructions of radar, weapon system, and other systems under test.

5.E.5. Employ operations research and design of experiments techniques to all phases of test planning, development and execution to ensure tests and M&S runs satisfy test objectives.

5.E.6. Maintain System Engineering (SE) artifacts including the Risk Management Plan (RMP), Systems Engineering Plan (SEP), Program Management Plan, Integration and Configuration Management Master Plan (ICMMP), Security Classification Guide (SCG) and Capabilities Matrix.

5.E.7. Verification, Validation & Accreditation (VV&A).

5.E.7.A. Provide technical leadership during VV&A of PRA Testbed and other M&S applications supporting IWS 1TE T&E to ensure: the applications are capable of replicating specific threats outlined in the Naval Capabilities Document (NCD) or other applicable documents; they support both land based and at sea testing of multiple Ship Classes and combat system configurations; M&S data requirements are submitted for inclusion in T&E strategies; raw data and data analysis products are delivered of M&S users.

5.E.7.B. Coordinate and document VV&A efforts in accordance with DoD guidance and instructions.

5.E.7.C. Identify M&S tools that can replicate threat targets not available in the current Navy target inventory or are cost prohibitive for supporting at-sea Developmental Testing (DT) and Operational Testing (OT); create and coordinate V&V documentation and data analysis of the tools to ensure they represent specific threats; provide analysis and recommendations on cost performance trade-offs on parameters, characteristics and signatures; provide the documentation for assessment and an accreditation decision.

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| Delivery Schedule                    | Due Date                                |
| Enterprise Working Groups documents  | Quarterly                               |
| Testbed System Engineering documents | Annually, and as assigned               |
| Testbed Design Review documents      | Annually, two weeks after Design Review |
| PEO IWS M&S corporate reporting      | 1 week following assignment             |

### **Task 6: Assessment**

The Contractor shall:

6.A. Maintain and execute the Test and Evaluation System Performance Review (TESPR) Program to include the collection, evaluation, reporting, resolution of reported issues; the compilation and distribution of lessons-learned found during the planning and conduct of T&E events.

6.B. Conduct trend analysis on performance of T&E resources used during T&E events; identify and evaluate potential improvements to T&E Program policies and procedures and resources.

6.C. Maintain an accessible, searchable TESPR Enterprise Database.

6.D. Coordinate, as a key participant, periodic TESPR reviews with appropriate stakeholders to discuss test issues, highlight trends, develop recommendations and methodologies to improve T&E processes, support T&E innovation, and identify lessons learned.

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| Delivery Schedule                          | Due Date                               |
| Post-Event Test Performance Reports        | 15 days after conclusion of Test Event |
| Meeting Minutes, Action Item/Issue reports | 5 working days after each meeting      |

### **Task 7: Strategic Planning & Management**

The Contractor shall:

7.A. Provide a Strategic Planning & Management team that understands all aspects of T&E programs, e.g., test ranges, test resources (aircraft, targets, ordnance), and Field Activity support,

that can coordinate the development of: Statements of Work (SOW) in conjunction with Task Planning Sheets (TPS), Quarterly Execution Review (QER) inputs, POM submissions, Issue Papers, Impact Statements and Reclama's and other programmatic documentation.

7.B. Work with all applicable test organizations to include other PEOs, NAVAIR, AEGIS BMD, NIFC-CA, etc. to facilitate an enterprise approach to planning, resourcing and executing test events.

7.C. Collect current and out-year funding requests from all organizations supporting IWS 1TE in sufficient time for evaluation and development of recommended levels of funding.

7.D. Coordinate with applicable Business Financial Managers (BFM), OPNAV sponsors and Field Activities to ensure required current and out-year T&E funds are identified and entered into the appropriate financial management system.

7.E. Provide detailed reporting for each IWS 1TE area of funding, comparing cost estimates with actuals, and documenting rationale for differences.

7.F. Maintain monthly financial metrics and have an understanding of any failures to meet FMB benchmarks and thresholds.

7.G. Participate in Financial Budget Reviews assisting the government in addressing T&E interests, and recording all action items and distributing them to the proper assignee for resolution.

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|--|------------------------|
| Delivery Schedule                        | Due Date               |
| Enterprise Financial Summary             | Weekly                 |
| Financial Reports for All Appropriations | Monthly or as required |
| POM Cycle Input                          | As required            |
| QER Cycle Input                          | Quarterly              |

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#### **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or

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disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received

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from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).



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(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this



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contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment.

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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## **SECTION D PACKAGING AND MARKING**

**APPLICABLE TO ALL ITEMS** – There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

### **DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor

TBD  
NAVSEA – IWS 1.0  
Washington Navy Yard, DC

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

\*Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

### **CLAUSES INCORPORATED IN FULL TEXT**

**INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES** Items 4000, 4100 and 4200 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified in Section C.

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## SECTION F DELIVERABLES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order Award is 01 May 2013. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

|      |                      |
|------|----------------------|
| 4000 | 5/1/2013 - 4/30/2014 |
| 6000 | 5/1/2013 - 4/30/2014 |

The periods of performance for the following Option Items are as follows:

|      |                      |
|------|----------------------|
| 4001 | 5/1/2013 - 4/30/2014 |
| 6001 | 5/1/2013 - 4/30/2014 |
| 7000 | 5/1/2014 - 4/30/2015 |
| 7001 | 5/1/2014 - 4/30/2015 |
| 7100 | 5/1/2015 - 4/30/2016 |
| 7101 | 5/1/2015 - 4/30/2016 |
| 7200 | 5/1/2016 - 4/30/2017 |
| 7201 | 5/1/2016 - 4/30/2017 |
| 7300 | 5/1/2017 - 4/30/2018 |
| 7301 | 5/1/2017 - 4/30/2018 |
| 9000 | 5/1/2014 - 4/30/2015 |
| 9001 | 5/1/2014 - 4/30/2015 |
| 9100 | 5/1/2015 - 4/30/2016 |
| 9101 | 5/1/2015 - 4/30/2016 |
| 9200 | 5/1/2016 - 4/30/2017 |
| 9201 | 5/1/2016 - 4/30/2017 |
| 9300 | 5/1/2017 - 4/30/2018 |
| 9301 | 5/1/2017 - 4/30/2018 |

Services to be performed hereunder will be provided at the contractor's facility.

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## **DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

## **CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order (AUG 1989) and Alternate I (APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR's FACILITY (FEB 2006)

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## **SECTION G CONTRACT ADMINISTRATION DATA**

**CONTRACTOR CENTRAL REGISTRATION (CCR)** - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

### **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

### **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when

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payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher

(Contracting Officer: Insert applicable document type(s).)

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| Field Name in WAWF | Data to be entered in WAWF |
|--------------------|----------------------------|
|--------------------|----------------------------|



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|                           |            |
|---------------------------|------------|
| Pay Official DoDAAC       | <i>TBD</i> |
| Issue By DoDAAC           | N00024     |
| Admin DoDAAC              | N00024     |
| Inspect By DoDAAC         |            |
| Ship To Code              |            |
| Ship From Code            |            |
| Mark For Code             |            |
| Service Approver (DoDAAC) | N00024     |
| Service Acceptor (DoDAAC) | N00024     |
| Accept at Other DoDAAC    |            |
| LPO DoDAAC                |            |
| DCAA Auditor DoDAAC       |            |
| Other DoDAAC(s)           |            |

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g.* timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(b)(6)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(b)(6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.  
(End of clause)

**POINTS OF CONTACT** - The Government points of contact for this Task Order are as follows:

**BUSINESS FINANCIAL MANAGER (BFM)**

Naval Sea Systems Command  
Attn: TBD

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1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone:  
e-mail:

#### **OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command  
Attn: (b)(6)  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: (b)(6)  
e-mail: (b)(6)

#### **PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command  
Attn: (b)(6) SEA 0265  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: (b)(6)  
e-mail: (b)(6)

#### **CONTRACTING OFFICER'S REPRESENTATIVE (COR)\*\***

Naval Sea Systems Command  
Attn: (b)(6)  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: (b)(6)  
e-mail: (b)(6)

The Government reserves the right to unilaterally change the points of contract at anytime.

#### **TYPE OF ORDER**

This task order is a Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Fixed-Fee (CPFF) type and cost only ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

### **NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

|      |                 |                      |      |          |
|------|-----------------|----------------------|------|----------|
| ITEM | ALLOTED TO COST | ALLOTED TO FIXED FEE | CPFF | EST. POP |
|------|-----------------|----------------------|------|----------|

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

- (a) Performance of the work hereunder may be subject to written technical instructions signed by

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the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 625,000 total man-hours of direct labor, not including surge, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(Offeror to fill-in)** manhours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below),

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or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **(Offeror to fill in)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All

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submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each manhour performed in accordance with the terms of the contract.

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

FAR 52.216-8 FIXED FEE (Mar 1997) (Applicable to CLIN 4000, and if exercised, 4100 and 4200.)

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

*Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.*

### CLAUSES INCORPORATED BY FULL TEXT

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)  
(NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

### ITEM(S)                      LATEST OPTION EXERCISE DATE

| Item | Latest Option Exercise Date |
|------|-----------------------------|
| 4001 | 04/30/2014                  |
| 6001 | 04/30/2014                  |
| 7000 | 04/30/2015                  |
| 7001 | 04/30/2015                  |
| 7100 | 04/30/2016                  |
| 7101 | 04/30/2016                  |
| 7200 | 04/30/2017                  |
| 7201 | 04/30/2017                  |
| 7300 | 04/30/2018                  |
| 7301 | 04/30/2018                  |
| 9000 | 04/30/2015                  |
| 9001 | 04/30/2015                  |

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9100 04/30/2016  
9101 04/30/2016  
9200 04/30/2017  
9201 04/30/2017  
9300 04/30/2018  
9301 04/30/2018

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **52.216-10 INCENTIVE FEE (MAR 1997)**

(Cost Incentive Fee applicable to Labor CLIN 4000, Option CLINs (if and to the extent exercised) 7000, 7100, 7200, and 7300).

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher



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fee. After payment of 85 percent the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by fifty cents (\$.50) for every dollar that the total allowable cost is less than the target cost or decreased by fifty cents (\$.50) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than five and fifty one-hundredths (5.50) percent or less than zero and zero one-hundredths (0.00) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

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(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

## **52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**

(a) Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

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(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

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(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee

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to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

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(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

## **252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)**

(a) Definition. "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate

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DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Cost Summary Format

Attachment 3 - Supporting Cost Data

Attachment 4 - Staffing Plan

Attachment 5 - Recent and Relevant Past Performance Questionnaires

Attachment 6 - Previous Contracting Effort Narrative

Attachment 7 - Staffing Plan for Cost Volume

Attachment 8 - Section B Notes Tables

Attachment 9 - DCAA Rate Check Form

Attachment 10 - PEO IWS 1TE Organization Chart

Attachment 11 - IWS 1TE WBS Chart

Attachment 12 - RESERVED - Key Personnel list and resumes of successful offeror added at time of award

Attachment 13 - Award Term Plan

Attachment 14 - Statement of Non-Disclosure of Information

*Note: Attachments 1, 10, 11, 13, and 14 will become part of the task order award and may be renumbered.*



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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

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## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

### **52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

\* The DD254 is provided as Attachment 1 with this solicitation.

### **REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)**

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

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(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

## **SMALL BUSINESS SUBCONTRACTING PARTICIPATION**

Offerors shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9).

Proposals submitted by Large Business Concerns must demonstrate that at least twenty percent (20%) of the proposed total direct labor cost by year of the Task Order is to represent 1st tier subcontract awards to Small Business Concerns. Proposals submitted by Large Business Concerns that fail to demonstrate this requirement will be deemed NON-RESPONSIVE and will not be considered for Task Order award.

## **NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall

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provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

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## **INSTRUCTIONS TO OFFEROR(S)**

(a) Definitions. As used in this provision –

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date-and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and Federal legal holidays. However, if the last day falls on a Saturday, Sunday, or Federal legal holiday, then the period shall include the next working day.

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(b) Amendments to the solicitation. If this solicitation is amended all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort portal under the appropriate solicitation number and its latest amendment (if any), in accordance with the basic contract clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort portal is not operational, experiences technical difficulties, or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with Additional Instructions and Conditions and Notices to Offerors Section 2.2 (see page 50).

(2) The cover letter of the proposal must show the following:

- (i) The solicitation number;
- (ii) The name, address, e-mail address, and telephone and facsimile numbers of the Offeror;
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals and any revisions in the portal by the time specified in the solicitation.

(ii) Any proposal modification or revision not received/submitted in the portal by the exact time specified for receipt of offers is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation and offerors will be unable to submit/upload their proposal after that time. Each proposal submitted in the portal is time/date stamp recorded by the portal at time of proposal upload.

(iii) Proposals may be withdrawn by written notice to the Contracting Officer provided such notice is received prior to Task Order award.

(4) The Offeror must propose to provide all items in order to be deemed responsive to this solicitation.

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(5) Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time. In the event of an amendment to the solicitation that requires offerors to submit proposal revisions, the amendment will provide instructions for submittal in the portal.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for 270 calendar days.

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(f) Task Order award.

(1) The Government intends to award a Task Order that results from this solicitation to the responsible Offeror(s) whose proposal represents the Best Value to the Government in accordance with the Factors and Subfactors set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's

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interest.

(3) The Government reserves the right to waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals in accordance with H-5 of the basic MAC. The government intends to award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, in accordance with clause H-5 TASK ORDER PROCESS of the basic contract, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, quality of proposals, and availability of funding, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost and price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) A cost realism analysis will be performed in accordance with FAR 15.404-1 (d) - COST REALISM ANALYSIS. Performance or schedule risk may be considered in the cost realism analysis.

(10) Task Order award shall be made in accordance with clause H-5 TASK ORDER PROCESS, Section I, paragraph (4).

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## **ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS**

### **1.0 GENERAL**

The purpose of this procurement is to obtain Professional Support Services for the Program

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Executive Office for Integrated Warfare Systems Combined Test & Evaluation Division (PEO IWS ITE). Each Offeror must (1) submit an offer, (2) electronically submit information that pertains to the evaluation factors, and (3) submit supporting cost/price data. The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to respond satisfactorily to the solicitation requirements. The Government intends to award one task order as detailed in Section M.

Offerors may submit questions requesting clarification of solicitation requirements via SeaPort. Questions asked later than ten (10) business days after release of this solicitation may not permit responses.

**THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.**

Due to the nature and scope of the work encompassed by this solicitation, the Government requires that there be no conflict which would preclude the prime contractor from performing any portion of the Statement of Work, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the Government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for offerors that perform under other contracts within the cognizance of PEO IWS as prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation. The Government is most concerned about potential OCIs in the following scenarios: (1) when a contractor's work under one Government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs); (2) when performance of all of the work under this solicitation would place an offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, or production of systems provided by the offeror's organization; or (3) when the provision of the engineering and technical direction described in Sections C and L would create the situation prohibited by FAR 9.505-1 because the offeror is currently a prime contractor, subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

Therefore, if any offeror may have an OCI, or if any offeror has taken any steps to eliminate an OCI and the offeror believes that the conflict no longer exists, the offeror must notify the Government and must submit an OCI mitigation plan with its proposal. Failure by an offeror that has identified a potential OCI or an eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The Government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the Government will not accept mitigation or elimination measures: (1) that create an additional burden on the government to implement; (2) that involve directed subcontractors or creating separate lines of



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reporting or any modification to the Government/prime contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the Government. It is an illustrative list provided in an effort to ensure that all offerors understand the Government's expectations and intent to avoid OCIs. The Government reserves the right to determine whether or not any mitigation plan provided by an offeror is sufficient to protect the Government. The Government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the Government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All offerors are directed to review and comply fully with the OCI clauses included in Sections C and L of this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

**NOTE:** Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) and H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL of the basic IDIQ contract, it is expected that SeaPort-E Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams. SeaPort-E Prime Contractors that elect to propose Large Business subcontractors that are not members of their respective teams are required to provide written justification with their proposal submission as to why the use of Large Business non-team members is necessary to their accomplishment of the solicitation requirements. Further, SeaPort-E Prime Contractors are required to explain how their use of Large Business non-team members does not negatively impact the competitive aspects of the procurement. Upon review of said justification, the Government reserves the right to declare SeaPort-E Prime Contractors ineligible for award if their proposing of Large Business non-team members is considered to be unjustified or injurious to the competitive aspects of the procurement.

In accordance with the basic SeaPort contract clause H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL, the Contractor may not add or delete any team member from the team without approval by the SeaPort Contracting Officer. Therefore, in accordance with the aforementioned clause, Offerors must submit "Team Member Addition Requests" to the SeaPort PCO for approval. These requests are submitted in the portal via the Quick Link "SeaPort-e Team Additions" on the SeaPort home page [www.seaport.navy.mil](http://www.seaport.navy.mil). Proposed team members must be approved at the basic MAC level regardless of business size definition at the time of proposal submission. Offerors seeking to use new Team members should seek such approval as soon as possible and should allow a minimum of 2 to 3 business days for the request to be reviewed. When the team member request is approved by the basic MAC PCO, the portal automatically establishes a relationship between

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the prime and the team member so that the team member can upload their cost proposal in the portal. If the team member is not approved before the closing date of the solicitation, the team member will be unable to enter their cost proposal information in the portal. Therefore, Offerors should make every attempt to request approval of new Team Members well in advance of the solicitation closing date/time. The SeaPort Contracting Officer will make good faith efforts to process such requests for approval in the normal course of business in the order in which the requests are received. Selection of the successful Offeror for the task order and award of the task order will not be delayed pending approval of the new team member. Per clause H.7, the new team member(s) will not be permitted to perform the task order unless and until they are approved by the MAC Contracting Officer.

## **2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS**

2.1 General: Award will be made under Solicitation No. N00024-13-R-3011 based on a source selection process. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

2.2 Electronic Submission: Offers must be received via the SeaPort portal by the closing date/time in order to be considered. In the rare event the portal is down or inaccessible, Offerors shall immediately notify the Contracting Officer via e-mail prior to the solicitation closing date and time. Offerors shall also contact the SeaPort helpdesk to register a help ticket/notice that the portal is down or inoperable. Failure to notify the Contracting Officer prior to solicitation closing will automatically deem an Offeror's proposal as late. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal. Failure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.

2.3 Proposal Format: In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

8.5 x 11 inch paper

Single-spaced typed lines

No graphics or pictures (brochuremanship) other than graphs/tables/charts as may be required or necessary

Tables/Graphs/Charts are allowed for the staffing plan

1 inch margins

12-point Times New Roman Font text

No hyperlinks

Microsoft Office (Word, Excel, Power Point) or Adobe

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All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf

All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension xls.

-- Instructions regarding use of certain electronic products (i.e., Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products.

-- Cost/Price Summary shall be submitted using Microsoft Office 2003 Excel in the Cost Summary Format provided as Attachment 2 to this solicitation. This is in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word.

--Any other attached documents requested herein shall be compatible with Microsoft Office 2003 format. Compression tools are limited to PKZip or WinZip. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font.

Offerors shall have all subcontractors submit proposal information in a uniform format consistent with the above instructions.

2.3.1 Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

2.3.2 Page Limitations: Page limitations are identified for each volume/section of the proposal, as described in paragraph 3.1 below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

Title/Cover pages

Tables of contents

Glossaries of abbreviations and acronyms

Teaming agreements, letters of intent for key personnel or subcontractors/consultants, and subcontract agreements

Proposal Cross-Reference Tables

2.3.3 Cover Page, Table of Contents, Proposal Cross-Reference Table: Each proposal volume must include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, and the Offeror's name. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal. Cover Pages, Tables of Contents, and the Proposal Cross-Reference Table will not count against page limitations.

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2.3.4 Glossary of Abbreviations and Acronyms: Each volume shall contain a glossary which includes all abbreviations, acronyms and their corresponding definitions. Glossaries will not count against page limitations.

2.3.5 Cost and Pricing Information: No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Proposal. Offerors must submit all cost/price-related documentation required for Volume III. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation, the Offeror's Section B pricing will take precedence. For cost realism purposes, the higher cost will be used.

### **3.0 PROPOSAL ORGANIZATION**

The proposal shall be limited to the following submissions and pages (pages that exceed the page count will not be evaluated):

#### **3.1 Volume I – Technical Capability and Experience**

NOTE: Offerors shall ensure that all Technical Capabilities, and Experience information is contained within Volume I and that no cost/price information is included in this volume.

- Technical Capabilities/Experience: 20-Page Limit
- Key Personnel: 2-Page Limit per resume
- Staffing Plan (Attachment 4): 5-Page Limit
- Labor Mix Discussion (if required): 8-Page Limit
- Labor Category Qualification: No Page Limit, 1/2-page per labor category
- Management Plan: 10-Page Limit
- Integration Plan: 5-Page Limit

#### **3.2 Volume II - Past Performance**

- Recent and Relevant Past Performance Questionnaires (Attachment 5): Minimum of 3 Required for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of total contract effort.
- Previous Contracting Effort Narrative (Attachment 6): Minimum of 3 references (2-Page Limit each) for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of total contract effort.

#### **3.3 Volume III - Supporting Cost Data**

- Section B Pricing - provided via the webform in the portal
- Cost/Price Narrative: 20-Page Limit
- Cost/Price Supporting Data: No Page Limit (Cost Summary Format - Attachment 2)
  - All Subcontractor cost/price supporting data must be submitted in the portal in MS Excel

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format provided as Attachment 3: No Page Limit

--DCAA Rate Check Form (Attachment 9)

--Supporting Cost Data (Attachment 3)

--Staffing Plan for Cost Volume (Attachment 7)

### **3.4 Volume IV - Contract Information**

--Cover/Forwarding Letter: 2-Page Limit

--Section H: Fill-ins for Level-of-Effort Clause: 2-Page Limit

--Incentive Fee Table on Page 4

--Section I: Fill-ins for Incentive Fee Clause: 3-Page Limit

--Small Business Subcontracting Approach (No Page Limit)

--OCI Mitigation Plan (No Page Limit)

## **4.0 PROPOSAL CONTENT**

The offeror's proposal shall be detailed, specific, and complete to enable a thorough evaluation of the proposal and a sound determination that the proposal will meet or exceed the requirements and objectives set forth in the RFP.

The Offeror's proposal is the sole basis for evaluating the technical merits of what it is offering, the degree to which the Offeror's claims of performance capability and capacity are supported, and the ability of the Offeror to perform in accordance with the requirements. Proposals submitted shall be sufficiently detailed to enable Government personnel to make a thorough evaluation of the proposal and to arrive at a sound determination of whether the Offeror will be able to perform in accordance with the requirements of the RFP.

General statements, such as that the Offeror understands the problem and can or will comply with the requirements of the RFP, are inadequate to permit a thorough evaluation. The proposal shall be sufficiently complete to demonstrate the manner in which the offeror will comply with the applicable requirements of the solicitation. Each volume shall be written to the greatest extent possible on a standalone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal.

In the event that any portion of the technical proposal is written by someone who is not a bonafide employee of the offeror who is submitting the proposal, a certificate to this effect shall be signed by a responsible officer of the offeror and shall show the person's name, employment capacity, the name of his firm, the relationship of that firm to the offeror's, and the portion of the technical proposal written by that person.

The format and content of the proposal shall contain a response to Volumes noted below. Information presented shall appear in the same order as outlined. A master index identifying

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major subsections by number, title, page number and volume shall be provided in each volume.

It is the preference of the Government for Offerors, and subcontractors thereto, to use commercial items to the maximum extent practicable in fulfilling the Government's requirements covered by this procurement.

## **4.1 OFFER**

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The offer consists of and must include the following:

## **4.2 VOLUME I – TECHNICAL CAPABILITIES AND EXPERIENCE**

### **4.2.1 SECTION 1 (Subfactor A)**

#### **4.2.1.1 Technical Capabilities and Experience**

The offeror shall demonstrate specific knowledge, capability and relevant experience (Prime and Subcontractor) to perform the tasks in accordance with the Statement of Work sub-task structure. The capabilities and experience proposed shall demonstrate their understanding of the inter-dependencies/inter-relationships of the programs; and their ability to hire and retain personnel capable of meeting all stated requirements.

### **4.2.2 SECTION 2 (Subfactor B)**

#### **4.2.2.1 Key Personnel**

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the Government (see requirements H-7 of basic IDIQ Substitution of Team Members and NAVSEA HQ Clause 5252.237-9106 Substitution of Personnel). Under this effort, the following Offeror personnel are considered key and shall be identified by their functions:

#### **Top Level Program Manager**

Substantial experience with DoD Test & Evaluation programs, in DoD/Navy program management, Industry or Government technical management, or Industry or Government business management.

Demonstrated experience as a supervisor

Bachelor degree (BS/BA) in related field, or 10 of minimum 15 years of experience was gained because of in-depth experience and specialized knowledge in the related field.

Demonstrated experience in communicating, interacting, and working among Senior Executive Service and Flag level personnel.

#### **Senior Task Manager(s)**

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Substantial experience with DoD Test & Evaluation programs, in DoD/Navy program management, Industry or Government technical management, or Industry or Government business management.

Demonstrated experience as a supervisor

Bachelor degree (BS/BA) in related field, or 10 of minimum 15 years of experience was gained because of in-depth experience and specialized knowledge in the related field.

Minimum of 5 years experience in/with any/all of the following:

Surface Warfare (SUW)

Undersea Warfare (USW)

Anti-Air Warfare (AAW)

Aerial, Surface, and Subsurface Targets

Naval Ordnance

Offerors shall provide resumes for all key personnel who will be performing under this task order. These resumes shall demonstrate the Offeror's and its proposed sub-contractors' capability to successfully meet the requirements of this task order. Each resume is limited to two (2) pages and shall provide, at a minimum, the following:

- Name
- Educational background (to include college education achieved to include dates(s), degree(s) held, and the school, college or university from which degrees were attained).
- Related professional job experience (to include employer name/company, tenure dates, position title, responsibilities, experience with anticipated SOW task(s)).
- Related training (to include title, dates, educator).
- Special experiences, qualifications and/or certifications (to include title, description, dates, and from where/whom attained).
- Citizenship.
- Level of current security clearance.

#### **4.2.3 SECTION 3 (Subfactor C)**

##### **4.2.3.1 Staffing Plan**

Using MS Excel, offerors shall provide a staffing plan, by task area, of all proposed labor category personnel supporting each of the task areas specified in the statement of work. The Offeror shall provide their Staffing Plan as a separate document in Microsoft Excel in the format described by Attachment 4, which consists of the following information set:

- a. Individual's Name
- b. Employer (employee's company name)



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- c. Labor Category
- d. Proposed Position
- e. Task area
- f. Number of labor hours proposed for each base and option/award year, in accordance with Attachment 2 - Cost Summary Format.
- g. Years of related professional experience
- h. Highest educational degree obtained
- i. Degree area
- j. Security Clearance level
- k. Location of work performance

In the event the offeror has not identified a firm candidate for a proposed task area, include the word “pending” in lieu of an individual’s name. Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From an evaluation perspective, proposal risk in terms of “Technical Capability” and “Cost Realism” would be expected to increase when candidates have not been identified for proposed task area positions.

The Offeror shall propose their overall allocation of personnel labor hours to meet the recommended percentage allocations of senior, mid-level and junior personnel described in the table below. The Offeror’s resulting labor category allocation shall include all key personnel.

| Requirement  | Labor Category   |  |                    |
|--|------------------|--|--------------------|
|  | Senior           | Mid-Level                                | Junior             |
| Percentage of Personnel as Compared to Offeror’s Total Number of Labor Resources | 30%              | 50 %                                     | 20 %               |
| Relevant Professional Experience in their Specific Task Area                     | 15 years or more | Greater than five and less than 15 years | Five years or less |

#### **4.2.3.2 Labor Mix Discussion (if required)**

In the event that the proposed labor mix or allocation of personnel resources differs from the above in any category, the offeror shall provide the rationale used in selecting the proposed labor mix or allocation. Offerors are cautioned that any deviation may be evaluated negatively if rationale is not sufficient.

#### **4.2.3.3 Labor Category Qualification**

The Offeror shall submit a description for each of their company-unique personnel qualification



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identifiers (e.g. Engineer 3, Analyst 4). Each description should not exceed ½ page in length, but should be sufficient to provide the Offeror and subcontractor criteria used to determine each individual’s eligibility and to show how they align with the Government-defined senior, mid-level and junior labor categories referenced in section 4.2.3.1 “Staffing Plan.”

#### **4.2.4 SECTION 4 (Subfactor D)**

##### **4.2.4.1 Management Plan**

Offerors shall submit a proposed Management Plan to describe how the offeror intends to manage and coordinate the task efforts of this contract, include planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback. The Management Plan shall include an organizational chart for the effort to perform the SOW. The Organizational Chart of the proposed support organization (to include subcontractors) that includes position titles and the number of full time equivalents (FTEs) proposed for each support position. Describe the ability of your proposed organizational structure and office systems to ensure effectiveness and efficiency in: (1) interfacing with PEO IWS 1TE and NAVSEA personnel; and (2) Performance and coordination of work. Describe the procedures in place for monitoring and controlling costs, and demonstrate that they are successful. If teaming or subcontracting is contemplated, Offerors must provide a full description of:

- the proposed subcontractors or team members;
- the portions of the task statement of work that will be subcontracted or the planned division of tasks within the team;
- Discuss agreements/arrangements with its teammates and/or subcontractors and why such agreements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort and benefit the Government throughout the life of the contract
- the extent (percentage) of subcontracting or the percentage division within the team;
- the management structure for coordinating and controlling subcontractors and/or team members;
- subcontractor deliveries to the prime and payment tracking
- points of contact;
- the sole bearer of ultimate responsibility for performance.

The Management Plan shall also address the Offeror's Transition Plan. The Transition Plan shall include a staffing plan for hiring personnel after contract award. Plan to include schedule for hiring ramp up and timeframe when staffing actions will be completed which shall be not later than four weeks after contract award; however, all key personnel will be immediately available upon contract award. The plan shall include but not limited to start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. Plan shall also address proposed procedures and processes for the transfer and storage of all archived PEO IWS 1TE programmatic documentation. The Transition Plan shall also detail how the awarded contractor will coordinate communications with the incumbent contractor and PEO staff and how it will ensure uninterrupted workflow during the transition process.

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NOTE: While it is recognized that the offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed Management Plan must demonstrate the concept of operation proposed to most effectively meet projected Task Requirements and integrate functional areas.

#### **4.2.5 SECTION 5 (Subfactor E)**

##### **4.2.5.1 Integration Plan**

PEO IWS 1TE is interested in achieving a degree of leverage, consolidation, innovation, synergy and efficiency. Execution of Total Programmatic Integration necessitates the close coordination of efforts among and between PEO IWS 1TE and other program offices/PEOs as well as outside organizations, as reflected in Attachment 10, the PEO IWS 1TE Organization Chart. The Integration Plan shall include a detailed and comprehensive description of how the offeror plans to support total program integration.

The Integration Plan shall be used in conjunction with the offeror's Organizational Chart to illustrate and describe how the offeror proposes to promote inter/intra functional integration within their team (prime and subcontractor) to enhance and improve the PEO and Program Offices' effectiveness and efficiency.

#### **4.3 VOLUME II - PAST PERFORMANCE**

##### **4.3.1 SECTION 1**

##### **4.3.1.1 Recent and Relevant Past Performance Questionnaires**

Offerors shall provide at least three (3) Past Performance Questionnaires with their proposal (provided as Attachment 5). Offeror shall identify three (3) contract efforts performed within the last three Government fiscal years (1 October 2009 – present). Offerors must also submit at least one (1) Past Performance Questionnaire for each proposed subcontractor effort valued at 10% of their total current offering or more. The contracts identified shall demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed a significant number of the types of support efforts identified in the Statement of Work for this solicitation or efforts that are similar in nature, requiring the same or similar skill set. The identified contracts can be with Federal, commercial or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC.

In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance

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Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission by the customer is preferred, however, hardcopy mail or fax will be accepted.

The Offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire and the transmittal letters.

The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. Large Business Concerns that submit a proposal in response to this solicitation shall also provide their Small Business Goals and actual accomplishment against said goals for the three past performance references provided. The Government reserves the right to consider any surveys received after the due date and to contact those offices that do not respond to the questionnaire.

## **4.3.2 SECTION 2**

### **4.3.2.1 Previous Contracting Effort Narratives (Attachment 6)**

For each of the Past Performance Questionnaires submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume II:

- a. Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- b. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome challenges and obstacles.
- c. Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.

NOTE: The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Contractor Performance Assessment Reporting System (CPARS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

## **4.4 VOLUME III - SUPPORTING COST DATA**

### **4.4.1 SECTION 1**

- a. Offerors shall submit proposed pricing for Section B using the web form provided in the portal. Proposed Target Costs, Target Fees, Estimated Costs, and Fixed Fees must be provided for each applicable Contract Line Item Number (CLIN) identified in this solicitation. The Offeror shall comply with instructions contained herein for submittal of the Cost/Price Proposal. Task

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Order award will be made at the proposed costs and fees of the successful Offeror using that Offeror's proposed Section B pricing.

b. Offerors are advised that the Government requirement for this effort is 125,000 man-hours per year. Surge Option Items are estimated at ten percent (10%) or 12,500 man-hours per year for surge efforts. Furthermore, the Government anticipates that all efforts will be performed at the contractor's site and Offerors shall propose rates accordingly. Surge CLINs shall be proposed at 12,500 man-hours per year and bid with the same labor mix and composite rate as the basic effort.

c. Offeror's proposal shall represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the technical capability and experience in the proposal, identified personnel resources, and cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the Government may consider the findings of such an analysis in evaluating an Offeror's ability to perform and the risk of its approach.

## **4.4.2 SECTION 2**

### **4.4.2.1 Cost/Price Data**

a. Offerors shall provide Supporting Cost/Price Data using the format provided as Attachment 3 with this solicitation. The cost/price data shall include all major cost elements (Direct Labor by category/rate/hours, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees. Offers shall include the proposed level(s) of effort (man-hours) for each CLIN. Offerors shall clearly identify any proposed hours which are uncompensated effort and complete Section H fill-in within the level of effort clause. Supporting Cost/Price spreadsheets shall detail the breakdown of all costs by task and year, with complete formulas.

b. Offerors shall submit complete Section B pricing on the portal webform.

c. Offerors shall provide the Basis of Estimate (BOE) supporting the costs/prices provided in the Cost/Price Summary including a description of the assumptions and computations used to develop the proposed costs/prices. These BOEs must also explain the methodologies used to determine realism of the proposed costs. Moreover, these BOEs must include substantiating cost

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realism data for each major cost element using the articulated methodologies. In total, the BOEs shall clearly demonstrate the realism of the Offeror's proposed costs.

d. Direct Rate Substantiating Documentation: Offerors shall provide a screen-capture (or equivalent) from the employer's payroll system for each name in the Offeror's Staffing Plan. The Offeror shall fully explain the pertinent information on a screen shot sample. Based on the explanation provided, the Government must be able to calculate the proposed hourly rate. The contractor shall also complete Attachment 3 – Supporting Cost Data.

If there is no payroll data available for one or more of the individuals proposed, offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied and indicate the applicable labor category. Any additional supporting documentation may be provided at the offeror's discretion. Each screen-capture should match the historical rates listed for that individual on the Supporting Cost/Price spreadsheet (Attachment 3). The proposed rates provided in this attachment must be the exact rates utilized in the pricing SECTION B, proposed in the cost analysis narrative and provided in the Cost Summary Format (Attachment 2). If any individual's proposed rate is different than the actual incurred rate provided on Attachment 2 or in the screen capture, the Offeror shall explain the reason for the difference in the narrative.

This information will be used to establish realism and reasonableness of the Offeror's proposed direct labor rates.

The Offeror and its subcontractors must provide the current, company-wide highest, lowest, and average direct labor rate actuals for each of the company's labor categories with proposed positions that are "To Be Determined" or are held by contingent hires.

e. Indirect Rate Substantiating Documentation: Offerors shall provide the supporting information and identify the basis of proposed rates for indirect costs including three years of historical actuals (fully explained and supported) as well as forward looking estimates for the full task order period of performance (including options and award terms). Base and Pool amounts shall be provided and explained. Offerors shall show how indirect rates were computed and applied, including cost breakdowns for the pools, trends, and budgetary data. Offerors shall identify the contracts constituting the business base for each rate and the expiration dates for those contracts. An example of the required information is included as a Tab in Attachment 2, Cost Summary Format, in Section J. This information will be used to establish realism and reasonableness of the offeror's proposed indirect rates.

Unsupported Forward Rate Pricing Proposals and other unsupported proposed costs do not demonstrate cost realism.

f. Uncompensated Overtime: For anyone who proposed uncompensated overtime, briefly summarize company policies on uncompensated time and state what, if any, impact the policies may have on the efforts described in the PWS. In accordance with FAR 52.237-10 Identification of Uncompensated Overtime, if uncompensated time is included in the offer or any of the supporting cost data, the uncompensated time should be clearly identified with an explanation as

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to why it is needed. The Offeror (including any major subcontractor) shall provide a copy of its company's compensation plan, as required by FAR 52.222-46 Evaluation of Compensation for Professional Employees. The plan shall address full-time, part-time, and contract employees.

g. Facilities Capital Cost of Money (FCCOM): Offerors shall submit form Cost Accounting Standards Boards' Cost of Money Factors (CASB-CMF) if proposing FCCOM and show the calculation of the proposed amount. Additional narrative may be submitted as a separate document, if necessary, to describe derivation of labor rates, use of uncompensated overtime pools to which indirect rates are applied, etc.

h. Offerors shall propose Other Direct Costs (ODCs). The Government estimates ODCs (including travel costs) for this Task Order to be \$1.6M (unburdened) per year (\$1.4M for the base ODC CLINs and \$200K for the surge ODC CLINs). This estimate must be included in Section B of the offer for the ODC CLINs. Other/additional ODC amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror.

i. Escalation: Identify proposed escalation in the Option Periods and how escalation is calculated. Offerors proposing no escalation for either exempt or non-exempt labor categories for the Option Periods shall provide their rationale with their cost proposal.

j. Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. Prime Offerors must include a brief narrative in their Cost Narrative stating the contract type for each subcontractor and the business reasons supporting any difference from the prime contract type. The detailed information of subcontractors may be submitted separately to the Government if the subcontractor does not wish to provide this data to the Prime Offeror. Subcontractors submitting their information directly to the Government shall use the SeaPort portal. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on their data and identify the Company name, address, point of contact and solicitation number.

**SUBCONTRACTORS ARE REQUIRED TO PROVIDE CONTACT INFORMATION FOR THEIR COGNIZANT DCAA BRANCH OFFICE WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY. FAILURE TO PROVIDE THE REQUIRED SUBCONTRACTING DATA/COST MAY RENDER THE PRIME'S OFFER INELIGIBLE FOR AWARD.**

## **4.5 VOLUME IV - CONTRACT INFORMATION**

### **4.5.1 Contract Documentation**

#### **4.5.1.1 Cover Letter**

Offerors shall provide a cover letter with the following information:



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- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 270 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- DCMA and DCAA office point of contact including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- Identify all enclosures being transmitted as part of its proposal.

#### **4.5.1.2 Small Business Subcontracting Approach**

Offerors shall provide an approach for how they intend to meet the 20% Small Business subcontracting requirement. The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected Small Business subcontractors are meaningful to the overall success of the program. The Offeror shall describe their management approach for enhancing the technical capability of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns and Historically Black Colleges and University Concerns.

Proposals submitted by Large Business Concerns must demonstrate that at least twenty percent (20%) of the proposed total potential direct labor cost of the Task Order is to represent contract awards to Small Business Concerns.

Proposals submitted by Large Business Concerns shall describe the extent to which the Offeror's company has identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns and Historically Black Colleges and University Concerns in the performance of the requirements of this Task Order. Offerors shall provide sufficient information to demonstrate that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability. The Offeror shall describe their management approach for enhancing Small Disadvantaged Business, Women-Owned Small Business, HubZone Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and Historically Black Colleges and Universities subcontractors' technical capability. Of special

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interest is the amount and type of work to be performed by the aforementioned subcontractor(s). The Offeror shall explain the reasons for and advantages of selecting particular subcontractors.

NOTE: The North American Industry Classification (NAICS) code applicable to the requirements contained within this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over their three previous fiscal years that was less than \$35,500,000. The size standard certified to by the Prime for their basic SeaPort contract is valid for the base ordering period and duration of any resultant Task Order issued against this solicitation

#### **4.5.1.3 OCI Mitigation Plan**

The Offeror's OCI Mitigation Plan shall be provided in this Volume.

In accordance with Section C, the OCI clause of this section, and the Organizational Conflict of Interest Clause of the SeaPort-E IDIQ contract, Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation (N00024-13-R-3009). Offerors shall follow the below described two step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter identifying those OCI issues and the strategy that the Offeror intends to use for mitigation, within fourteen (14) days of the release of the solicitation. This letter will be for notification purposes only, for the Government to conduct any necessary research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: If OCI issues are present or anticipated, Offerors shall submit an OCI mitigation plan as part of their proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this in their offer cover letter, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan.

#### **4.5.1.4 Compliance Information for Section 808 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81)**

The Offeror shall provide the following information:

- a) A statement as to whether or not the Offeror provided the same or similar service (See SOW) to the requiring activity in FY10 (01 OCT 2009 to 30 SEPT 2010);
- b) Contracts and/or task order numbers under which these services were provided;
- c) If the same or similar services were provided to the requiring activity, the Offeror shall provide



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FY10 (01 OCT 2009 to 30 SEPT 2010) rates for that same or similar service as is being proposed here; and,

d) The actual annual cost that the Government paid to Offeror in FY10 (01 OCT 2009 to 30 SEPT 2010) for the same or similar service.

Cost and fee shall be identified separately.

This documentation shall be sufficiently detailed and clear such that the government may validate the information provided.

Format shall be in MS Excel.

**THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.**

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## SECTION M EVALUATION FACTORS FOR AWARD

A Task Order will be awarded to that responsible Offeror whose proposal represents the Best Value after evaluation in accordance with the factors described herein. "Factors" and "Subfactors" shall include all of these evaluation factors and subfactors which are described in this Section M.

This Task Order is reserved for only those contractors, which have Zone 2 - {National Capital Zone} identified in section B of their MAC contract. Proposals from other contractors will not be considered.

This solicitation is unrestricted. There is a Small Business Subcontracting requirement of **twenty percent (20%)** of the total direct labor cost, at the first tier, as described herein. Offerors who are other than Small Businesses are required to submit a Small Business Subcontracting Approach, as described in SECTION L, that addresses this requirement.

**Note:** *Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) and H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL it is expected that SeaPort-e MAC Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams.*

### **General:**

1. It is the intention of the Navy to award one cost-plus-incentive fee Task Order, with one base year, two option years and two award terms in order to provide T&E Support Services to **PEO IWS 1TE**.
2. Attention is directed to contract clause H-5, TASK ORDER PROCESS (paragraph C, Competitive Ordering Process), which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M.
3. The Government intends to evaluate proposals and award a Task Order based upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the basic IDIQ contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

### **1.0 BASIS FOR AWARD**

a. The following conditions must be met in order to be eligible for award:

(1) The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-e basic IDIQ contract,

(2) The proposal must meet all solicitation requirements.

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b. The Government anticipates a single Task Order award resulting from this solicitation. However, the Government reserves the right to award more than one or no task order, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.

c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and subfactors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

d. In order to select the successful Offeror, the Government will compare Offeror proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one Offeror has both the better technical merit or capability and the lower TEC, then that Offeror will be the better value. If one Offeror has the better technical merit or capability and a higher TEC, the Government will decide whether the difference in technical merit/capability is worth the difference in TEC. If it is determined that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. A TEC will not be developed and best value analysis will not be performed for any Offerors who are unacceptable or unsatisfactory in any factor or subfactor and award will not be made to any Offeror who is unacceptable or unsatisfactory in any factor or subfactor.

**Note 1:** *Awards will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed.*

**Note 2:** *Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (JUN 2007) and H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL it is expected that SeaPort-e MAC Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams. SeaPort-e Large Business MAC Prime Contractors that elect to propose Large Business subcontractors that are not members of their respective teams are required to provide written justification with their proposal submission as to why the use of Large Business non-team members is necessary to their accomplishment of the Solicitation requirements. Further, SeaPort-e*

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*Large Business MAC Prime Contractors are required to explain how their use of Large Business non-team members does not negatively impact the competitive aspects of the procurement. Upon review of said justification the Government reserves the right to declare SeaPort-e MAC Prime Contractors ineligible for award if their proposing of Large Business non-team members is considered to be unjustified or injurious to the competitive aspects of the procurement.*

## **2.0 Evaluation Factors and Subfactors:**

### **2.1 Application of Factors and Subfactors**

a. **General**. The Government will apply evaluation factors and subfactors to identify the best value proposal. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program’s requirements stated in the Statement of Work (SOW). Proposals shall be evaluated in accordance with the factors and subfactors described in paragraph 2.2 below.

b. **Relative Importance**. The following table indicates all significant factors and significant subfactors that will be considered in awarding the Task Order. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

| <b><u>Factors</u></b>                  | <b><u>Subfactors</u></b>                 |
|--|--|
| 1. Technical Capability and Experience | A. Technical Capabilities and Experience |
|  | B. Key Personnel                         |
|  | C. Staffing Plan                         |
|  | D. Management Plan                       |
|  | E. Integration Plan                      |
| 2. Past Performance                    | (None)                                   |
| 3. Total Evaluated Cost                | (None)                                   |

The evaluation factors are divided into two categories, non-cost factors and “Total Evaluated Cost (TEC).” The non-cost evaluation will consider Technical Capability and Experience and Past Performance as discussed above. Within the “Technical Capability and Experience” factor, subfactors (a) through (e) are listed in descending order of importance. Under the non-cost evaluation area, Technical Capability is more important than Past Performance. The non-cost factors are significantly more important than TEC, however, as competing proposals approach equality on non-cost factors, TEC will increase in importance.

c. **Adjectival Ratings**. The Government will perform an evaluation of the Technical

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Capability and Past Performance evaluation factors and subfactors based on the Offeror's proposal. This evaluation focuses on strengths and weaknesses of the Offeror's proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. TEC will not be assigned an adjectival rating.

***Note: The following adjectival ratings/definitions shall be used for the Technical Capability and Experience evaluation factors and subfactors:***

**Outstanding:** An outstanding proposal is characterized as follows:

- Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.

**Very Good:** A very good proposal is characterized as follows:

- Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

**Acceptable:** An acceptable proposal is characterized as follows:

- Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is low.

**Marginal:** A marginal proposal is characterized as follows:

- Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.

**Unacceptable:** An unacceptable proposal is characterized as follows:

- Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.

**Weakness** is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

**Deficiency** is defined as a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Risk**, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor

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may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. (For firm-fixed-price contracts, the reference to increased cost may be removed from the risk definition.)

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

***The following adjectival ratings/definitions shall be used for the Past Performance evaluation factors:***

There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

| Past Performance Relevancy Ratings |   |
|------------------------------------|---|
| Rating                             | Definition  |
| Relevant                           | Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.                     |
| Not Relevant                       | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

Performance Confidence Assessment. In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings below

| Performance Confidence Assessments |  |
|------------------------------------|--|
| Rating                             | Description  |
| Substantial Confidence             | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.       |
| Satisfactory Confidence            | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |

|                              |   |
|------------------------------|---|
| Limited Confidence           | Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.                 |
| No Confidence                | Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.         |
| Unknown Confidence (Neutral) | No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. |

***Performance Confidence Assessment*** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information

***Recency***, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

***Relevancy***, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

## **2.2 Description of Evaluation Factors and Subfactors**

### **Factor 1: Technical Capability and Experience**

#### **Subfactor A) Technical Capability and Experience**

The Government will evaluate:

- The degree to which the proposal demonstrates specific knowledge, capability and relevant experience to perform the tasks outlined in the Statement of Work sub-task structure.
- The Offeror's understanding of the inter-dependencies/inter-relationships of the programs.
- The Offeror's ability to hire and retain personnel capable of meeting all stated requirements.

#### **Subfactor B) Key Personnel**

The Government will evaluate:

- The degree to which the resume demonstrates the Offeror's knowledge and ability to successfully meet requirements of the SOW and related competencies.

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- The level of experience performing each of the SOW task areas.
- The degree of previous T&E program experience.
- The degree of personnel relevant education and training.

### **Subfactor C) Staffing Plan**

The Government will evaluate:

- The degree to which the Staffing Plan clearly maps technical approach and demonstrates that the proposed personnel have the capability to perform the proposed approach.
- The degree to which the qualifications associated with the proposed labor categories demonstrate the ability to successfully meet the requirements of the SOW.
- The degree to which the proposed overall allocation of personnel labor resources demonstrate the offeror's ability to meet the requirements of the SOW.

### **Subfactor D) Management Plan**

The Government will evaluate:

- The degree to which the Management Plan describes how the offeror intends to manage and coordinate the task efforts of this contract, including planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback.
- The degree to which the Management Plan's proposed organizational structure and office systems ensure effectiveness in: (1) interfacing with PEO IWS 1TE and NAVSEA personnel; and (2) Performance and coordination of work.
- The degree to which the Management Plan describes the proposed subcontractors or team members, the planned division on tasks within the team, why the teaming agreements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort, the management structure for coordinating and controlling subcontractors and/or team members, subcontractor deliveries to the prime and payment tracking, points of contact and the sole bearer of ultimate responsibility for performance.
- The degree to which the Management Plan describes the procedures in place for monitoring and controlling costs and demonstrating that the procedures are successful.
- The degree to which the Management Plan addresses the Offeror's Transition Plan.
- The degree to which the Management Plan describes effective procedures and processes for the transfer and storage of all archived PEO IWS 1TE programmatic and technical documentation.
- The degree to which the Management Plan delineates adequate measures to coordinate communications with the incumbent contractor and 1TE staff as well as ensure uninterrupted workflow during the transition process.

### **Subfactor E) Integration Plan**

The Government will evaluate:



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- The degree to which the proposal demonstrates a clear understanding of the wide and varied requirements of PEO IWS 1TE with the capability to integrate efforts both within PEO IWS as well as other program offices/PEOs and outside organizations.
- The degree to which the proposal demonstrates the offeror's ability to promote inter/intra functional integration within their team to enhance and improve the Program Offices' effectiveness and efficiency

## **Factor 2: Past Performance**

1. The Government will evaluate Offeror's past performance over the past three years for relevance, which is considered to be whether the experience cited is similar to the size, scope, and technical complexity of this effort. It is the responsibility of the Offeror to relate past performance to the requirements of this solicitation. The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort, will be given additional weight in the evaluation process.

2. Offerors are advised that the Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State and local Government agencies, better business bureaus, published media and electronic databases including, but not limited to, Past Performance Information Retrieval System (PPIRS) and Contractor Performance Assessment Reporting System (CPARS). The Government may research Offeror performance on any Federal, State, local, and commercial procurement that is known to the Government, but not included on a submitted reference.

3. For those Offerors who are determined by the Government to have no relevant past performance information, or for whom information on past performance is not available, a neutral past performance rating will be given.

4. In evaluating the Past Performance, the Government will consider:

- a. **Quality of Product or Service.** The degree to which the products or services provided met the requirements of the contract and the degree to which they were similar to this solicitation.
- b. **Delivery/Completion Schedule.** The extent to which the Offeror satisfied customer requirements for contract completion in accordance with agreed upon schedule.
- c. **Cost Control.** The extent to which the Offeror provided contract services at or below their initially proposed costs while maintaining customer desired level of quality and delivery, and limit direct and indirect cost growth.

## **Factor 3: Total Evaluated Cost**

This is a non-rated factor. The evaluation will be based on an analysis of the realism and

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completeness of the cost data, the traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc. as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic including unrealistic labor and indirect rates, the Offeror's proposed costs are will be adjusted upward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluated cost to the Government is an Offeror's evaluated cost (including proposed fee) for the base year and the evaluated cost for all options and option years. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost creditability rests with the Offeror.

Offerors are cautioned that to the extent proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The Government will evaluate offers for award purposes by adding the total evaluated costs for the base year to the total evaluated cost for the option and award term years. Evaluation of options and option years will not oblige the Government to exercise the options.